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Attorneys for Defendant,
Counterclaimant and Third-Party Plaintiff,
Hartford Fire Insurance Co.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

MASON AND DIXON INTERMODAL, INC.
Plaintiff,

Case No. CV-08-1232-MEJ

v.
LAPMASTER INTERNATIONAL, LLC and
HARTFORD INSURANCE CO.
Defendants.

HARTFORD FIRE INSURANCE
COMPANY'S THIRD-PARTY
COMPLAINT

HARTFORD FIRE INSURANCE CO,
individually and as subrogee of Lapmaster
International, LLC,

Counterclaimant,

v.
MASON AND DIXON INTERMODAL, INC.
Counterclaimant.

HARTFORD FIRE INSURANCE
COMPANY, individually and as subrogee of
Lapmaster International, LLC,

Third-Party Plaintiff,

v.
ITG TRANSPORTATION SERVICES, INC.;
WORLD EXPRESS SHIPPING,
TRANSPORTATION AND FORWARDING
SERVICES, INC. d/b/a W.E.S.T.
FORWARDING SERVICES; DOES I
through X, inclusive:

Third-Party Defendants.

1 Third-Party Plaintiff HARTFORD FIRE INSURANCE COMPANY (“Hartford” or
2 “Third-Party Plaintiff”), individually and as subrogee of its insured, Lapmaster International, LLC,
3 comes now for its Third-Party Complaint against Third-Party Defendants, and each of them, and
4 alleges as follows

JURISDICTION AND VENUE

6 1. Hartford's Third-Party Complaint is based on Rule 14, 19, and 20 of the Federal
7 Rules of Civil Procedure. This Court has jurisdiction over the claims for declaratory relief under
8 28 U.S.C. § 2201. This Court also has supplemental jurisdiction over Hartford's State law claims
9 against ITG TRANSPORTATION SERVICES, INC. ("ITG") and WORLD EXPRESS
10 SHIPPING, TRANSPORTATION AND FORWARDING SERVICES, INC. d/b/a W.E.S.T.
11 FORWARDING SERVICES ("West Forwarding") because these claims result from a common
12 nucleus of operative facts and relate to the federal claims alleged in the Complaint of Mason and
13 Dixon Intermodal, Inc. ("MDII") and Counterclaims of Hartford.

14 2. Hartford is informed and believes and on that basis alleges that this Court also has
15 jurisdiction based on diversity of citizenship, in that this is a civil action between citizens of
16 different States and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

17 3. Venue is proper in the Northern District of California pursuant to 28 U.S.C. §
18 1391(b), in that the port of arrival of the cargo shipment was Oakland, California, within this
19 Judicial District, and further, that the ground transportation of the Machines also occurred in this
20 District.

21 4. As alleged above, the port of arrival and the interchange of equipment occurred in
22 Oakland, California. This action is therefore properly assigned in the San Francisco or Oakland
23 Division of this Court.

PARTIES:

25 5. Lapmaster International, LLC is, and was at all relevant times, an Illinois
26 corporation with its principal place of business in Mount Prospect, Illinois.

1 6. Hartford is, and was at all relevant times, a Connecticut corporation with its
2 principal place of business in Connecticut.

3 7. Hartford is informed and believes and on that basis alleges that Plaintiff and
4 Counterdefendant MDII is, and was at all relevant times, a corporation organized under the laws
5 of Michigan, with its principal place of business in Warren, Michigan.

6 8. Hartford is informed and believes and on that basis alleges that Third-Party
7 Defendant ITG is, and was at all relevant times, an Illinois corporation, with its principal place of
8 business in Illinois.

9 9. Hartford is informed and believes and on that basis alleges that Third-Party
10 Defendant West Forwarding is, and was at all relevant times, an Illinois corporation, with its
11 principal place of business in Illinois.

12 10. The true names or capacities of Does I through X are presently unknown to
13 Hartford, which therefore sues them by fictitious names. Hartford is informed and believes and on
14 that basis alleges that each of the Doe Third-Party Defendants is responsible under federal law,
15 federal or State common law, or in some other manner for the cargo damage and other damages,
16 losses and expenses referred to in this Complaint. Hartford is further informed and believes and on
17 that basis alleges that the conduct of each fictitiously named Third-Party Defendant proximately
18 caused or contributed to such damages and losses. Hartford will amend its Third-Party Complaint
19 to allege the true names and capacities of the Doe Defendants when ascertained.

20 11. Each of the Third-Party Defendants, including the Doe Defendants, was at all
21 relevant times acting as the agent, employee, principal, joint venturer, or partner of such other
22 Defendants, and at all relevant times, was acting within the course and scope of such relationship.

GENERAL ALLEGATIONS

24 12. Lapmaster sold a Precision Flat Lapping Machine and a Precision Flat Polishing
25 Machine ("the Machines") to Hayward Quartz Technology, Inc.

26 13. The Machines were shipped from Japan by Hamai Co., Ltd. See Exhibit A.

14. The Machines were transported by Ocean Vessel Cosco Hong Kong from the

1 Port of Yokohama, Japan pursuant to Waybill No. Y05F4451887 and other documents
2 (collectively, the "agreements"). A true and correct copy of Waybill No. Y05f4451887 is attached
3 as Exhibit A and is incorporated by reference.

4 15. The Machines were transported from Japan to the Port of Oakland, California.

5 16. At Oakland, California, Hartford is informed and believes and on that basis alleges
6 that ITG and West Forwarding arranged for motor transport of the Machines from Oakland to
7 Fremont, California.

8 17. The Waybill (Exhibit A) is not a through bill of lading and was not intended to
9 cover the ground transportation of the Machines. The Waybill did not identify MDII, made no
10 reference to a ground transportation carrier, and made no reference to the delivery of the Machines
11 from the Port of Oakland to Fremont, California.

12 18. On or about December 27, 2007, MDII picked up the Machines at the Port of
13 Oakland and began transporting the same to Fremont, California. *See* Import Dispatch, a true and
14 correct copy of which is attached as Exhibit B and incorporated by reference.

15 19. On or about December 27, 2007, MDII negligently, carelessly and recklessly
16 operated and drove their tractor trailer truck so as to cause the tractor trailer truck and Machines,
17 as cargo, to collide with certain overpasses on Interstate 880 in California.

18 20. The negligent, careless and reckless operation of the tractor trailer truck and
19 carriage of the cargo by MDII and its agents proximately caused damage to the Machines, and
20 other damages, losses and expenses.

21 21. Hartford issued an insurance policy to its insured Lapmaster under policy number
22 83 UUQ RZ2879.

23 22. As a result of the collision causing damage to the Machines, Lapmaster filed a
24 claim for loss under the policy with Hartford.

25 23. The policy provided, in pertinent part, that in the event of an insured loss, Hartford
26 would be subrogated to any rights that Lapmaster might have against a third party who is
27 responsible for that loss to the extent of their payments. In addition to contractual

1 || subrogation rights, Hartford has rights pursuant to equitable subrogation.

2 24. As a result of the collision, and providing coverage under the policy, Hartford
3 incurred money damages when it compensated or reimbursed and as it is continuing to
4 compensate or reimburse its insured in amounts to be proven at trial, but in no event less than
5 \$820,554.92, the exact amount to be proven at trial.

6 25. In addition to the amounts paid out under the policy, Hartford seeks recovery of
7 prejudgment interest on the liquidated damages to the extent allowed pursuant to California law,
8 including California Civil Code §§ 3287 and 3288.

FIRST CAUSE OF ACTION

(Declaratory Relief)

11 26. Hartford incorporates by reference each of its allegation in Paragraphs 1 through
12 25, above.

13 27. An actual controversy has arisen and now exists between Hartford and Third-Party
14 Defendants ITG and West Forwarding regarding their respective rights and duties under the
15 agreements referred to above for carriage of the Machines.

16 28. Hartford contends, and Third-Party Defendants deny, that Hartford is entitled to
17 compensation from Third-Party Defendants under the agreements for all cargo damage or
18 destroyed. Hartford further contends, and Third-Party Defendants deny, that Third-Party
19 Defendants are liable under the written agreements, general maritime law, and the law of
20 indemnity and contribution, for other damages, losses and expenses incurred by Hartford and its
21 insured. Hartford requests the following specific relief:

22 (A) A declaration that Third-Party Defendants are liable for all damage to the
23 Machines;

24 (B) That Third-Party Defendants are legally responsible for the other damages,
25 losses and expenses incurred by Hartford and set forth above;

26 (C) That Third-Party Defendants are legally responsible for such cargo damage
27 and other damages, losses and expenses under the written agreements;

7 29. Such a declaration is necessary and appropriate at this time, so that the parties may
8 ascertain their respective rights and duties and avoid a multiplicity of actions.

SECOND CAUSE OF ACTION

(Breach of Contract)

11 30. Hartford incorporates by reference each of its allegations in Paragraphs above.

12 31. Third-Party Defendants hired, retained, recommended and entrusted MDII to
13 carefully, safely, and properly pickup the Machines from the Port of Oakland and deliver to
14 Fremont, California.

15 32. MDII, and its drivers or employees, was hired and retained by Third-Party
16 Defendants, and were at all relevant times the agents or subagents of Third-Party Defendants.

17 33. Third-Party Defendants, through their own conduct and/or the conduct of its agents
18 or subagents, caused damage to the Machines, and in so doing, breached the agreements referred
19 to above. Hartford is informed and believes and on that basis alleges that the contracts include
20 commitments by Third-Party Defendants which were part of the contract of carriage and/or were
21 intended to benefit Lapmaster.

34. Third-Party Defendants knew, or should have known, the value of the Machines.

23 35. Third-Party Defendants were required to, but failed to, hire, retained, recommend,
24 and/or entrust the Machines to carriers and/or agents that were reputable, reliable, safe,
25 knowledgeable, and whom would comply with generally accepted trucking standards and
26 applicable laws and regulations.

36. Third-Party Defendants were required to, yet failed to, ensure that the motor

1 carrier it retained and/or recommended contained all the appropriate and necessary information
2 about the Machines and any specialized instructions regarding the cargo and its delivery.

3 37. Third-Party Defendants were required to, yet failed to, ensure that its client,
4 Lapmaster, was properly protected in the event of damage to the Machines during their transport,
5 whether caused by its motor carrier or agent, to include but not limited to procure or bind
6 insurance coverage it quoted Lapmaster.

7 38. Lapmaster performed all terms and conditions of the contracts required on its part.
8 Hartford is informed and believes and on that basis alleges that the damages and losses alleged
9 above were caused by MDII, as motor carrier and/or by Third-Party Defendants and its agents and
10 subagents.

11 39. Third-Party Defendants' breach of the contracts, through its own conduct and/or
12 the conduct of its agents and subagents, has proximately caused damage to Lapmaster in the form
13 of damage to the Machines and other damages, losses and expenses, in an amount subject to proof
14 at trial.

15 40. As a direct and proximate result of the Third-Party Defendants' conduct in
16 breaching the contracts, Lapmaster sustained damages in an amount to be proven at the time of
17 trial, but in no event less than \$820,554.92.

18 41. Pursuant to the terms and conditions of its policy of insurance with its insured,
19 Hartford has indemnified and paid, and is in the process of indemnifying and paying, Lapmaster
20 for such covered losses in an amount of \$820,554.92, an exact amount to be proven at trial, and
21 thereby has become subrogated to the rights of its insured against Third-Party Defendants..

THIRD CAUSE OF ACTION

(Implied Indemnity)

24 42. Third-Party Plaintiff incorporates by reference each of its allegations in the
25 Paragraphs above.

26 43. Hartford is informed and believes and on that basis alleges that they are entitled to
27 implied indemnity, based on the agreements referred to above and principles of maritime and

1 federal common law. A right to indemnity for the damages, losses and expenses is implied, if not
2 expressed, in the terms of the agreements between the parties.

3 **FOURTH CAUSE OF ACTION**

4 **(Negligence)**

5 44. Third-Party Plaintiff incorporates by reference each of their allegations in
6 Paragraphs above.

7 45. Third-Party Defendants hired, retained, recommended and entrusted MDII to
8 carefully, safely, and properly pickup the Machines from the Port of Oakland and deliver to
9 Fremont, California.

10 46. MDII, and its drivers or employees, were at all relevant times the agents or
11 subagents of Third-Party Defendants.

12 47. Third-Party Defendants owed a duty to ensure that its carriers and agents are
13 reputable, reliable, safe, knowledgeable, and comply with generally accepted trucking standards
14 and applicable laws and regulations.

15 48. Third-Party Defendants further had a duty to ensure that the motor carrier it
16 retained and/recommended contained all the appropriate and necessary information about the
17 Machines and any specialized instructions regarding the cargo and its delivery.

18 49. Third-Party Defendants had a further duty to ensure that its client, Lapmaster, was
19 properly protected in the event of damage to the Machines during their transport, whether caused
20 by its motor carrier or agent.

21 50. Third-Party Defendants breached their duties by failing to retain, assign,
22 recommend, or hire a reputable, reliable, safe, knowledgeable motor carrier who would comply
23 with generally accepted trucking standards and applicable laws and regulations.

24 51. Third-Party Defendants breached their duties by failing to ensure that the motor
25 carrier it retained and/recommended contained all the appropriate and necessary information about
26 the Machines and any specialized instructions regarding the cargo and its delivery.

27 52. Third-Party Defendants breached their duties by failing to ensure that its client,

1 Lapmaster, was properly protected in the event of damage to the Machines during their transport,
2 whether caused by its motor carrier or agent, and for failing to bind/procure appropriate insurance
3 despite quoting Lapmaster for the same.

4 53. Third-Party Defendants' breach proximately caused the damages claimed and
5 outlined above.

6 54. Pursuant to the terms and conditions of its policy of insurance with its insured,
7 Hartford has indemnified and paid, and is in the process of indemnifying and paying, Lapmaster
8 for such covered losses in an amount of \$820,554.92, an exact amount to be proven at trial, and
9 thereby has become subrogated to the rights of its insured against these Third-Party Defendants.

10 WHEREFORE Third-Party Plaintiff requests the following relief against Third-Party Defendants:

11 A. For the amount of damages resulting the accident involving the Machines and paid
12 to and/or on behalf of their insured under the policy in the amount of \$820,554.92 and as proven at
13 trial;

14 B. For costs and attorneys fees permitted by law:

15 C. For prejudgment interest as permitted by law, including, but not limited to,
16 California Civil Codes §§ 3287 and 3288; and

17 D. For such other relief as this Court deems just and fair

DEMAND FOR JURY TRIAL ON THIRD-PARTY CLAIMS

19 Hartford hereby demands a jury trial on all Third-Party Claims for which jury trial is
20 allowed by law.

DATED: April 16, 2008

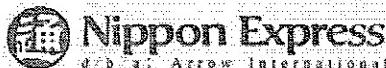
BAUMAN LOEWE WITT & MAXWELL, PLLC

By: /s/ Christopher J. Brennan

Christopher J. Brennan

Attorneys for Hartford Fire Insurance Company

EXHIBIT A



WAYBILL

(COMBINED TRANSPORT DOCUMENT)

NON-NEGOTIABLE

Shipper
HAMAI CO., LTD.
 5-5-15, NISHI-GOTANDA, SHINAGAWA-KU
 TOKYO, JAPAN

RECEIVED the goods of the consignor or package(s) and to enable the cargo forwarder mentioned in apparent ship order and condition unless otherwise indicated, to be transported and delivered or transhipped as herein provided.

The receipt, custody, carriage, delivery and transhipping of the goods are subject to the terms and conditions on the face and back hereof, whether written, typed, stamped or printed.

Waybill Number
YOSF4451887

Consignee
HAYWARD QUARTZ TECHNOLOGY, INC.
 1700 CORPORATE WAY FREMONT, CA94539
 TEL: 510-657-9605

Export Reference

Forwarding Agent Reference

140083-4451887 YOSF 4451921 OTI LICENCE 016327N

Notify Party
LAPMASTER INTERNATIONAL
 501 W. ALGONQUIN ROAD MOUNT PROSPECT
 IL 60046 USA
 224-659-7101 224-659-7103

Point and Country of Origin
JAPAN

For Cargo Release Contact DHL AIRPORT
NIPPON EXPRESS U.S.A., INC.
 SAN FRANCISCO OCEAN CARGO BRANCH
 250 UTAH AVENUE, SOUTH SAN FRANCISCO,
 CA 94080 U.S.A.
 PHONE: (650) 827-3100 FAX: (650) 952-0380

To carriage by
 Ocean Vessel/Voy No. **0454** Port of Loading **YOKOHAMA, JAPAN**

Routing of Transportation

Port of Discharge
OAKLAND, UNITED STATES Place of Delivery
OAKLAND, CA, CY

Final Destination (for the Merchant's reference only)

Particulars Furnished by Shipper	
Marks and Numbers Container Nos. and Box Nos.	No. of Pieces of Containers
HIM-7880-1 LAPMASTER 28BF-L OAKLAND CASE NO. 1-4 MADE IN JAPAN	SHIPPER'S LOAD & COUNT
HIM-7880-2 LAPMASTER 28BF-P OAKLAND CASE NO. 1-3 MADE IN JAPAN	4 CONTAINERS
	7 CASES

Type or Kind of Packages and Spots

1. Unless otherwise set out on the face and back hereof, the Goods to be carried are subject to the terms and conditions provided for on the back of the Carrier's Bill of Lading and to the terms of Carrier's applicable tariff, both of which may be seen at the Carrier's office or at those of his authorized agents. Every reference therein to the words "Bill(s) of Lading" shall be read and construed as a reference to the words Non-Negotiable Waybill(s) and the terms and conditions thereof shall be read and construed accordingly, notwithstanding the Clause which requires a surrender of Bill(s) of Lading duly endorsed to the Carrier on delivery of the goods stated in NIPPON EXPRESS U.S.A. (ILLINOIS), INC. Combined Transport Bill of Lading.

In accepting this Waybill, the Shipper agrees to be bound by all stipulations, exceptions, terms and conditions on the face and back of this Waybill and the Carrier's Bill of Lading, whether written, typed, stamped or printed, as fully as if signed by the Shipper, any local custom or privilege to the contrary notwithstanding, and agrees that all agreement or freight engagement for and in connection with the carriage of the Goods are superseded by this Waybill.

2. Except as otherwise specifically provided in this Waybill, delivery of the Goods will be made only to the consignee named on the face hereof, or his authorized agents, on production of proof of identity. Notice of arrival of the goods will, in the absence of other instructions, be sent to the consignee or the person to be notified, by ordinary methods. The Carrier is not liable for non-receipt or delay in the dispatch of such notice.

3. (1) Should the Shipper require delivery elsewhere than the place of delivery or the port of discharge as shown on the face hereof and should written instructions be given by the Shipper to the Carrier or his agents, the Carrier may, at his discretion, deliver the Goods at the place elsewhere than at the place of delivery or the port of discharge as shown on the face hereof.

(2) Should the Consignee require delivery elsewhere than at the place of delivery or the port of discharge as shown on the face hereof and should written instructions be given by the Consignee to the Carrier or his agents, the Carrier may, at his discretion, without any notice to the Shipper, deliver the Goods at the place elsewhere than the place of delivery or the port of discharge as shown on the face hereof.

(3) Should delivery be required to be made to a party other than that named as the Consignee, authorization must be given in writing by the Shipper to the Carrier or his agents.

EXHIBIT B

ITG TRANSPORTATION SERVICES, INC.
1500 EISENHOWER LANE, SUITE 100
LISLE, ILLINOIS 60532
TELEPHONE 630-725-4650 FAX 630-725-4699
AFTER 5:00P.M. AND WEEKENDS, PLEASE USE 24 HR EMERGENCY # 630-209-4649
PROFILE#: QUOTE #:

IMPORT DISPATCH

DATE: 12/21/07

ITG REF #: 8010284/85/86/88

BOOKING/BL#: COSU100083390

VENDOR NAME: MASON DIXON - *Jose*

VENDOR PH: 510 - 433 - 1020 Fx 510 - 433 - 1025

SSL: COSCO	EQUIP: 2X40' STANDARD & 2 FLAT RACKS (IN GUAGE)
TOFC/COFC/SPEQ: TOFC	
HAZ(Y/N): N	DEC ATTACHED (Y/N): N

UNIT (INITIAL & NUMBER): CBHU610576-2 (40' STD) // CLHU373710-1 (20' STD) //
 TRIU060411-1 (1X20' FLAT RACK) // TRIU063007-0 (1X20' FLAT RACK)
 CHASSIS PICK UP: SSA TERM & COSCO

ORIGIN: SSA TERMINALS	RAIL PICKUP #: D/O ATTACHED
	LFD: 12/21/07

CONTACT: 1717 MIDDLE HARBOR ROAD	PHONE: 510-891-2922
CNTR YARD - 510.238.4400	
OAKLAND CA	

APPOINTMENT DATE: ** PLS PULL BOTH 1X20' STD & 1X40' STD TODAY 12/21 AND
 DROP TODAY - ASAP //// PLS PULL BOTH FLAT RACKS ON WEDNESDAY 12/26 AND
 DROP BY 1PM ****RIGGERS ARE HIRED FOR THE FLAT RACKS

DROP/LIVE (D/L): D

DEST: HAYWARD QUARTZ TECHNOLOGY LOAD REF:	
CONTACT: RCVNG	PHONE: 510-657-9605
1700 CORPORATE WAY	
FREMONT	CA 94539

EMPTY CNTR RETURN: SSA TERM & COSCO	c/o SSL: COSCO
CHASSIS RETURN: SSA TERM & COSCO	

DRIVER MUST BE ON TIME!! ANY DELAYS MUST BE REPORTED TO ITG IMMEDIATELY!!!!
 ITG WILL NOT BE RESPONSIBLE FOR ANY ACCESSORIALS NOT APPROVED AT TIME OF MOVE.
 IF AFTER HOURS, PLEASE CALL THE 24 HOUR EMERGENCY NUMBER ABOVE.

DETENTION CHARGES REQUIRE SIGNED PROOF OF DELIVERY RECEIPT WITH IN/OUT TIMES.

CHASSIS SPLIT CHARGES MUST BE BILLED DIRECTLY TO THE ABOVE STEAMSHIP LINE.

ANY DEVIATION FROM THIS WORK ORDER MUST BE AUTHORIZED BY ITG IN WRITING!

SENT BY: SHERRY X 4677

01/11/2008 12:24 5104331026

MDII OAK

PAGE 03

Inv #: 9470-009539-8

Appt. time: ASA

MASON DIXON INTERMODAL, INC.

Oakland Terminal Stockton Terminal Fresno Terminal
510-433-1020 209-941-0644 559-275-5400

Railroad P/U #:

SHIPPER:

CONSIGNEE/RECEIVER: Container Line: COSCO

HAYWARD QUARTZ TECHNOLOGY**1700 CORPORATE WAY****FREMONT****510-657-9605**DATE
12/27/2007

P.O.#

CONTR./TRAILER#

R/R

TRU 0630070**OAKLAND**

NO. OF PKGS.	DESCRIPTION OF COMMODITIES	WEIGHT
T/L	F.A.K.	
Appt #:	SPOT LOCATION	
Appt Conf. #:	Booking #	

Directions:

880S, EXIT MISSION BLVD<, WARM SPRINGS BLVD<, CORPORATE WAY>

SEAL INTACT #

If it is your obligation to notify dispatch when the trailer is available for pickup, MDII will not guarantee the pickup of an empty trailer on same day if not called in to dispatch before 2:00 p.m. This trailer is hauled by an independent contractor/owner operator. The contractor is not an employee of MDII. MDII is not responsible for damages, losses, etc. that may occur on your property. Acceptance of this "Delivery Receipt" is your acknowledgment to hold harmless MDII for any damages, losses, etc., that may occur from the delivery or pickup of this trailer or container.

NOTICE: This is a time controlled trailer with limited "free time." You must accept delivery within 48 hours and release back to us within 48 hours if you are to avoid additional charges. Truckers are required to advance rail and steamer charges on your behalf and are permitted to recover these charges from you pursuant to Civil Code §2157. You may request our dispatch operations to have the driver stay with the load and will have to pay for any time in excess of two hours. If you request that our driver unload, you have no free time and will be billed for his services from the time of arrival until departure. Signature of your company representative on this receipt verifies the time and date of the trailer receipt, trailer and contents in good condition and seal intact; driver's time of arrival and departure, and acknowledges liability for all trucking and associated charges. Failure to pay billed charges will result in a lien on shipments including the costs of storage and appropriate security pursuant to Civil Code §2025.5.

DELIVERED BY	DATE	TIME IN	TIME OUT	RECEIVED IN GOOD ORDER BY CONSIGNEE	DATE
guajardo					

*These charges include (1) fees to pay for regulation of transportation companies by the California Public Utilities Commission and (2) taxes paid to California cities instead of excise or business license taxes they could otherwise impose".
I.C.C. AND P.U.C. REQUIRE PAYMENT OF FREIGHT CHARGES WITHIN SEVEN DAYS.

PROOF OF SERVICE

I, Cheryl L. Solomine, declare as follows:

I am employed with the law firm of Bauman Loewe, Witt & Maxwell, P.L.L.C., whose address is 8765 E. Bell Road, Suite 204, Scottsdale, AZ 85260. I am over the age of eighteen years, and am not a party to this action.

On April 16, 2008, I emailed the foregoing document described as follows:

HARTFORD FIRE INSURANCE COMPANY'S THIRD -PARTY COMPLAINT

on the interested parties in this action by:

Service was made by email to the following:

Vincent Castillo
Lombardi, Loper & Conant, LLP
Lake Merritt Plaza
1999 Harrison Street, Suite 2500
Oakland, CA 94612
vc@llcllp.com

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on April 16, 2008, at Scottsdale, Arizona.

Cheryl L. Solomine